Interconnection Agreement Excerpted Pages with Definition of End User

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Southwestern Bell



August 16, 2001

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78701

RE: <u>Docket 24363 Joint Application of Sou</u> <u>iwestern Be5 Telephone Company and E1</u>
<u>Paso Network LLC for Approval of under PURA and the Telecommunication</u> s Act of 1996

Der Filing Clerk:

In response to Order No. 2, Approving Amendment to Interconnection Agreement, issued August 10, 2001, attached is the complete amended interconnection agreement between Southwestern Bell Telephone Company and El Paso Networks, LLC.

Please do not heritate to call me if you nave any questions regarding this matter.

Sincereiv,

Andrew M. Jones

Attorney

cc: Dennis Price, Vice President for El Paso Network. LLC (overnight delivery)

General Counsel, PUC (hand delivered) Central Records, PUC (hand delivered)

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INTERCONNECTION AGREEMENT-TEXAS

between

Southwestern Bell Telephone Company

and

El Paso Networks, LLC

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BETWEEN SOUTHWESTERN BELL TELEPHONE COMPANY

AND

El Paso Networks, LLC

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obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. The following terms have been defined through arbitration:

- 53.2 "Central Office Switch" means a switching system within the public switched telecommunications network, including the following:
 - (i) "End Office Switches" which are switches where end user Exchange Services are directly connected and offered; and
 - (ii) "Tandem Office Switches" or "Tandems" which are switches used to connect and switch trunk circuits between Central Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office switches.
- "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the prunises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual." In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the collocated equipment in the Housing Party's premises. Collocation includes, but is not limited to, collocation of 38 GHz basic transmission equipment, provided it complies with the guidelines in SWBT's current Physical Collocation Technical Publication provided to CLEC. CLEC may collocate. "physically" or "virtually", remote switch modules (RSMs) in SWBT's central offices. CLEC may not collocate switching equipment in SWBT's central offices without SWBT's consent.
- 53.4 "Common Channel Signaling" or "CCS" is a special network, fully separate from the transmission path of the public switched network that digitally transmits call set-up and network control data. The parties hereby agree that an ISDN D-Channel, which unlike SS7, utilizes transmission paths of the public switched network to digitally transmit call set-up and network council data is a method of interconnecting "CCS" type information.
- SS.3 "End User" means a third-party residence or business, that subscribes to Telecommunications Services provided by either of the Parties, or by another telecommunications service provider or any other entity that is treated as an "End User" by Commission of FCC rules.
- 53.6 "Enhanced service" means voice mail, Internet service, and tele-messaging services and other services both parties mutually agree are enhanced services.
- 53.7 "Schanced Service Provider" ESP's include but are not limited to votce mail companies, internet Service Providers and tales ressaging companies.

98/14/01

- 53.8 Intentionally left blank by parties.
- 53.9 "Internet Service Provider (ISP)" is my person or entity that provides the ability for a dusers to access the features, functions and information available over the internet (internet access) using the public switched telephone network.
- 53.10 "Interconnection Activation Date" is the date that the construction of the join! facility Interconnection arrangement has been completed, trunk groups have been established, and joint trunk testing is completed.
- 53.1! "Local Traffic," for purposes of intercompany compensation, is £ (i) the call originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Local raffic includes traffic to or from enhanced service providers.
- 53.12 "Remote Switching Module" means a telecommunication device which connects to a host switch by DS-1, DS-3, Dark Fiber, or other transmission media. Remote Switching Modules include but are not limited to, Seimens ESWD RCUs and DLUs.
- 53.13 "Special Request" means the process described in Appendix UNE that is attached hereto and incorporated herein that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element as that term is identified in Attachment 6.

54.0 Resale

At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SWBT currently provides or hereafter offers to any customer in the geographic area where SWBT is the incumbent LEC will be made available to CLEC by SWBT for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, and other applicable Attachments.

55.0 Unbundled Network Elements

55.1 At the request of CLEC and pursuant to the requirements of the Act, SWBT will offer in the geographic area where SWBT is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network

98/14/01

Affidavit of Pantios Manias

DOCKET NO. 26904

COMPLAINT OF SOUTHWESTERN BELL TELEPHONE, LP FOR POST	§ §	PUBLIC UTILITY COMMISSION
INTERCONNECTION AGREEMENT	§	
DISPUTE RESOLUTION WITH	§	OF TEXAS
EL PASO NETWORKS, LLC	§	

EL PASO NETWORKS, LLC RESPONSE. COUNTERCLAIM. AND REOUEST FOR AN INTERIM RULING

AFFIDAVIT OF PANTIOS MANIAS

Pantios Manias, being duly sworn upon oath, deposes and states as follows:

- 1. My name is Pantios Manias. I am Senior Vice President for Carrier Relations, Regulatory and Business Development for El Paso Global Networks ("EPGN"), the parent company of El Paso Networks, L.L.C. ("EPN). Prior to joining El Paso I worked for over four years at Southwestem Bell Telephone Company ("SWBT") in Texas. I began working at SWBT in 1996 as a Manager in the Network organization. In 1997 I moved to a position as a Special Access Account Manager selling Special Access to Wireless Carriers, and in my last position with SWBTI served as a CLEC Account Manager.
- 2. In my position at EPGN I am responsible for maintaining relations with the other telecommunications carriers, including incumbent LECs with whom EPN does business. For
 example, I am responsible for managing the negotiations of interconnection agreements
 and the day to day interaction between EPN personnel and SWBT. I also have knowledge of EPN's relationship with its customers and am frequently involved in negotiating
 deals with customers that seek to obtain telecommunications services from EPN.

- 3. The purpose of my affidavit is to demonstrate that if SWBT is allowed to withhold access to wireless carrier Cell Sites as UNEs, EPN will suffer irreparable harm and be precluded from provisioning scheduled service to its customer. Namely, EPN will lose the ability to serve wireless carrier customers, will suffer irreparable damage to its business reputation for providing timely service, and will lose its ability to compete in a meaningful way to provide telecommunications services to customers in Texas.
- 4. In this affidavit, I will first discuss EPN's orders for UNE DS1 loops to cell sites. In this section of my affidavit I will: describe how EPN submitted the orders to SWBT; show that EPN provided SWBT information indicating the orders were for a wireless carrier and for circuits to that carrier's cell sites; explain SWBT's policy that requires EPN to obtain such circuits as loops; show that pursuant to that policy, EPN has ordered DS1 and other loops to telecommunications carrier locations; and explain how SWBT's internal systems are set up to recognize such locations as loop addresses. Then my affidavit will show how SWBT's action precludes EPN fiom providing scheduled service to its wireless customer and to other wireless customers that wish to do business with EPN.
- telecommunications carriers and high-volume business users. To serve the needs of these customers, EPN has deployed a state of the art transport network in five cities in Texas:

 Austin, San Antonio, Dallas, Houston and Fort Worth. EPN has now completed its transport network, has collocated in most of SWBT's central offices in each of these five cities, and has connected these offices using dark fiber obtained from SWBT. EPN is now mostly focused on attracting customers to its transport network. To reach these cus-

tomers, EPN must have access to UNEs between EPN's collocation arrangements in SWBT central offices and the customer's premises.

A. EPN's UNE DS1 Loop Orders for A National Level Wireless Carrier Customer Cell Sites

6. Between May 7,2002, and June 27,2002 EPN submitted 83 orders for DS1 UNE Loops to serve cell sites in Texas for a national level wireless customer. SWBT provisioned all 83 of these DS1 loops. During the ordering process, EPN discovered that SWBT's operations Support Systems, in some cases, contained a different street address for the cell sites than the address that the wireless customer provided to EPN. The reason for this difference between the address the wireless carrier provided EPN and the address in SWBT's OSS is that wireless carriers frequently assign street addresses to their cell sites simply for the purpose of obtaining a telecommunication service to its cell towers that are generally located at a vacant **lot** or some other obscure area (so the tower remains unobtrusive). In other words, cell sites are often located **on** property that lacks a standard street address. In order to ensure that the order flows through SWBT's OSS, the SWBT engineer who initially designs the original circuit would work with the wireless carrier's cellular engineer to designate an address for use in the internal SWBT systems. Most of the time the wireless carrier engineer would have **an** idea of how the cell site should be addressed, although, in the past, it did not need to be an exact science. Although EPN's customer (the Wireless Carrier) provides EPN with the purported street addresses for its cell site where it is requesting EPN provide service, there is generally **no** way for EPN to retrieve the precise address information that was used in the SWBT systems. The older cell sites present greater difficulty in ascertaining the street address SWBT has assigned to that site. For recently deployed cell sites, the **task** is easier because in order to include E-911 capability the wireless carriers must provide precise addresses for their newly deployed cell towers.

7. Of the 83 orders that **SWBT** eventually provisioned for EPN, there were approximately twelve (12) orders where the address EPN's wireless carrier customer provided to EPN differed from the address residing in SWBT's OSS. For these 12 orders where there was an address discrepancy, EPN's wireless carrier customer provided EPN a circuit number identifying an existing circuit that SWBT had provisioned to the same cell site, thus allowing SWBT to locate the assigned address in their system, change the address on the EPN service order and provision the order to install the D\$1 loop. EPN personnel also discussed the address with SWBT personnel in the Local Service Center ("LSC"). Exhibits 10-12 show EPN's provisioning notes that reflect what information EPN provided **SWBT**. 'For instance, exhibit 10 shows that for the particular order, the SWBT LSC representative, Charity King, was aware that the loop was to a cell site located on a water tower.² SWBT was obviously aware the customer was a wireless carrier, as the customer's name was on each LSR, and on at least four orders EPN clearly identified the customer premises was clearly marked as a carrier cell site. For example, Exhibit 6 shows that EPN submitted a LSR to SWBT, explaining in the Remarks field of the con-

EPN Provisioning Notes Order Q 2525, p. 2 of exhibit (indicating customer care at SWBT request for EPN to "add roof to address info"); EPN Provisioning Notes Order Q 2214, p. 6 of exhibit ("requesting circuit to go to cell site").

² EPN Provisioning Notes Order Q 2234, attached as Exhibit 10, page 2 of exhibit

tact section on the LSR that "this location is a cell site." Consistent with its policy, SWBT provisioned the loop, and even after EPN submitted that order, provisioned other orders from EPN for the same customer. In another LSR, EPN noted that the customer premise is "located at the cell site." Other EPN LSRs identified the premises as "cell site."5 Further, when working together to resolve address conflicts, EPN informed SWBT personnel that the locations were cell sites. After EPN informed SWBT that the customer locations were cell sites, SWBT continued to provision EPN's orders. This was consistent with SWBT's policy at all times. In addition, other orders in the group of 83 that **SWBT** provisioned were, at some point in the ordering process either rejected or jeopardized due to no facilities available. On at least one of these occasions, SWBT rejected the order after it had already provided EPN with a firm order confirmation, but a SWBT outside plant technician had visited the field to install the circuit and found no facilities available. It is likely that after its technician made a field visit in an attempt to install the loop, SWBT knew that the customer premise was a cell site. SWBT clearly possessed information that the DS1 UNE loops EPN ordered for this customer were cell sites, yet **SWBT** continued to provision EPN's orders.

8. On approximately September 23, 2002, SWBT ceased its prior practice of assisting EPN to resolve the address conflicts between the EPN customer provided address and the ad-

EPN LSR for PON Number 1ULQ2017 attached as Exhibit 6; Manias Affidavit ¶ 7.

EPN LSR for PON Number 1ELQ02226, attached as Exhibit 7.

⁵ EPN LSR for PON Number 1ULQ02228, attached as Exhibit 8; EPN LSR for PON Number 1ULQ02214, attached as Exhibit 9.

⁶ SWBT ultimately performed the necessary work to make access to the UNE available to EPN.

dress resident in SWBT's OSS. SWBT's October 11, 2002 letter to EPN was the first time SWBT took the new and stark position that loops to a cell site are not UNE loops. Given this policy change, SWBT refused to provide the needed address data that would allow EPN to enter the orders into the SWBT provisioning system. EPN currently has 26 customer orders where SWBT refuses to assist EPN in verifying these addresses and refuses to provision for EPN. EPN has even taken the extraordinary step of obtaining a Letter of Authorization ("LOA") from EPN's wireless carrier customer which specifically grants EPN the authority to act and request information on the customer's behalf. For example, the LOA grants EPN the right to request address verification information from SWBT's Local Service Center ("LSC") but SWBT still refuses to provide EPN this information. SWBT absolutely refuses to verify the addresses for these orders

9. SWBT's position that facilities between the main distribution frame and the customer's premises are not loops when the customer premises is a cell site is inconsistent with SWBT's practice and operations before the current dispute. Before SWBT stopped verifying addresses on EPN's orders in September, 2002, SWBT provisioned 83 DS1 UNE loops to cell site for EPN. In addition, prior to September 23, 2002, when the wireless carrier customer provided EPN an address that had the correct address and EPN then submitted the service order through SWBT's OSS system, the service order flowed through SWBT's system and SWBT installation personnel provisioned the circuit as a UNE loop without a problem. In other words, SWBT has designed its Operational Support Systems to recognize cell sites as a loop address. Further, SWBT's Plant Location Records ("PLRs") make no distinction between a cell site and any other loop address.

Similarly other SWBT provisioning systems, such as FACS and TIRKS, do not differentiate cell sites from other loop addresses.

- In fact, the basic network architecture of a wireless network configuration dictates that the facility between the SWBT central office and the cell site is a loop. Importantly, in urban areas, cell sites are often (if not mostly) located atop multi-tenant buildings and not separate cell towers. These building-based cell sites are served by the same DS-1 loop configuration used by every other DS-I customer in the building. There simply is no difference. Included with EPN's pleading as Attachment 4 is a basic diagram that shows how EPN uses DSI UNE loops to connect wireless carrier cell sites to the rest of the wireless carrier's network.
- 11. SWBT's position that DS1 facilities are not available as DS1 UNE loops appears to be a reversal of SWBT's policy, under the Waller Creek/EPN Interconnection Agreement, of forcing EPN to purchase loops rather than entrance facilities to carrier locations where there is no carrier switch present. Under the existing agreement, SWBT has required EPN to order such loops and that is how SWBT's OSS handles such requests. EPN can not order such circuits as entrance facilities because SWBT's OSS is programmed to reject UDT entrance facility service orders that do not include a switch CLLI code. Likewise, pursuant to SWBT's current pricing, DSI UNE loops and DS1 UNE entrance facilities are the same price.' EPN has, over the course of the existing Agreement, obtained many DS1 and DS3 loops to its telecommunications carrier customer locations.

TZA Appendix Pricing Schedule of UNE Prices April 16,2001

SWBT has never before rejected a UNE loop order on the sole basis that the customer being served by the loop was a telecommunications carrier.

B. EPN Will Be Harmed Without Access to UNEs from SWBT to Wireless Carrier Cell Sites

- 12. Generally, Commercial Mobile Radio Service ("CMRS") or wireless carriers establish a location called a Mobile Telecommunications Switching Office ("MTSO) that provisions "entrance facilities" to a SWBT central office. From the SWBT central office, the channel terminations/loops connect to individual cell sites in a metropolitan area. Interestingly, most of the wireless network is carried over wireline facilities. From my discussions with wireless carrier customers I believe that SWBT currently provides over 85% of the transport that wireless carriers use in their network. These TEC wireline facilities connect the cell towers to the MTSO, which then transmits the calls on to the Public Switched Telecommunications Network ("PSTN"). The only wireless connection is from the cell site or tower to the caller's mobile phone.
- 13. When a CMRS carrier expands its network to a new territory, it needs to establish multiple cell sites to ensure that its customers can have a continuous wireless connection as they travel. For instance, as a caller travels on 1-35 from Austin to Waco, the cellular connection is passed or "handed off from one cell site to the next as the cellular customer travels down the highway. As another example, a single carrier operating in the Dallas-Fort Worth area would need to install approximately 400 to 450 separate cell sites to provide thorough coverage of that area. Similarly, Houston requires approximately 400 cell sites; San Antonio and Austin each would need between 180 and 200 sites. De-

pending **on** the technology used, generally the wireless carrier will request one or two DS1 **connections** back to the ILEC wire center from each cell site it installs. That bandwidth requirement will increase as wireless carriers upgrade their wireless networks and add additional features and applications such **as** transmitting digital pictures to their **consumer** products.

14. In order to meet the wireline telecommunications transport needs of the wireless carrier, a telecommunications carrier must be able to provision telecommunications services to each cell site in the wireless carrier's footprint. Logically, this requires that the telecommunications carrier have access to a ubiquitous network that covers the entire footprint and has the economy of scope and scale that makes deploying facilities to reach the cell sites economically feasible. The only carrier with that network is the ILEC, whose network was built using ratepayer dollars during the era when the ILEC had a state sanctioned and guaranteed monopoly, thus ensuring that it would always have customers to use the facilities it deployed and those customers would pay the ILEC rates set by regulators that virtually eliminated any risk of stranded investment. Even for new deployment of cell towers the sites are largely in already populated areas (where there are existing and potential wireless subscribers and thus demand for service). In many cases SWBT will have existing backbone and feeder cables in place and only **needs** to add the last portion of cable to connect the existing backbone or feeder cable to any new lateral cable that it must deploy to reach the new cell site. **Thus**, the ILEC is the only carrier that can economically deploy such facilities because the facilities simply expand the existing ubiquitous network the ILEC **already** has placed in the ground.

- 15. In order for a CLEC to compete for this business, because of the low volume of circuits required to serve each individual cell site and the large number of locations in each metropolitan area, the CLEC can not serve the Wireless Carrier customer without access to UNEs.
- 16. This market is an important market as wireless subscriber levels increase. As demand for wireless service increases carriers are constantly adding capacity and expanding their network. In order to bring new and better services to their customers in Texas and at the same time lower prices, wireless carriers need to reduce their costs. Since a large chunk of their **costs** are special access fees paid to SWBT, it is only logical that the carriers are looking to CLECs as potential sources of supply for the inputs that are critical to the viability of the service they provide Texas consumers. The absence of competition in this regard will likely effect the quality of the wireless service and the price consumers pay for such service in the state of Texas. There are currently six large cellular providers in the major market areas of Texas: Verizon Wireless, AT&T Wireless, Cingular, T Mobile (formerly VoiceStream), Nextel and Sprint PCS. In the tier one cities of Texas: Austin, San Antonio, Dallas, Fort Worth and Houston, a conservative estimate suggests that there over 12,000 potential D\$1 loops used by wireless carriers that unless the Commission takes action will not be subject to competition. In other words, Texas wireless carriers and all Texas mobile phone users will suddenly be refused the benefits of the Federal Telecommunications Act and the benefits of competition.
- 17. In its October 11, letter SWBT proposed that EPGN order the circuits as UNEs but put in an escrow **fund** the difference between the price of a DS1 UNE loop and the SWBT FCC

73 tariff price of a **DSI** special access service until this dispute is resolved. EPN's experience reflects that it can take years to resolve these disputes, especially since SWBT usually appeals any adverse decision to the courts. Currently, the cost difference between a **SWBT** FCC 73 Special Access DSI channel termination and a DS1 UNE loop is approximately \$125.00 per month? With the potential to sell over 12,000 circuits, the overall cost per month for the CLEC **community** could be 1.5 million dollars a month. Even at a conservative estimate of EPN obtaining 1/12th of the market share or 1,000 of these circuits, the monthly amount in escrow by EPN would be \$125,000. This adds up to 1.5 million dollars a year. Neither EPN nor any other CLEC in this difficult economic time has the revenue to sustain this type of requirement. That capital is money that EPN needs to pay for equipment, services, as well as to deploy its own facilities where it is economically feasible, and other UNEs to provide and maintain customer service. When this amount is added to the costs of filing and litigating a complaint with the Commission, it is obvious that the cost of meeting SWBT's demands is excessive and anticompetitive. In reality, EPN would still be paying the Special Access charges (which it should not have to do because **SWBT** is obligated to provide UNEs); it's just that SWBT would not receive all of the fees. EPN, however, would still have to suffer the burden of paying the excessive charges even though SWBT doesn't collect them (and might never). Therefore placing the difference between the Special Access price and the UNE price for

A DS1 Channel termination from SWBT's FCC 73 Tariff is \$180.00 on a month to month basis. A DS1 UNE loop is either approximately \$44/month for a DS1 provisioned over HDSL, or \$76/month for other DS1 loops.

the DS1 loops into the escrow account would serve to harm EPN with no benefit to SWBT.

- 18. In addition, SWBT is now rejecting <u>all</u> EPN orders for facilities to serve our wireless carrier customer. It appears SWBT now suspects every order from EPN for this customer is a cell site. None of these orders, however, were to serve cell sites. This practice is discriminatory, anti-competitive and raises a serious impediment to EPN's ability to meaningfully compete with SWBT.
- 19. Further affiant sayeth not.

65

VERIFICATION

I hereby declare that statements in the foregoing Affidavit are true and correct to the best of my knowledge, information and belief. I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE:

IAME: Pantios Mania

TITLE: SVP

DATE: 11/13/02

Subscribed and sworn to before me this 13th day of November, 2002.

GINNY CUTBURTH

MOTATI PUBLIC STATE OF TELES

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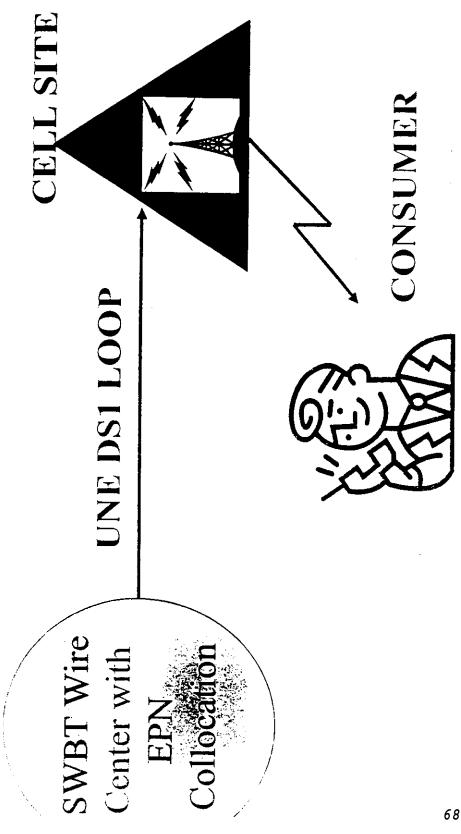
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MY Commission expires on <u>Supt. 22, 20</u>04

Diagram of **How Wireless Carrier Utilizes**Wireline Telecommunications

CURRENT EPN CELL SITE CONFIGURATION



Verification of **Pantios Manias**

VERIFICATION

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

I, Pantios Manias, hereby declare under penalty of perjury, that I am Senior Vice

President for Carrier Relations, Regulatory and Business Development for El Paso Global

Networks, Inc.; that I am authorized to make this verification on behalf of El Paso Networks,

LLC, the complainant; that I have read the foregoing Complaint; and that the facts stated therein

are true and correct to the best of my knowledge, information and belief.

Pantios Manias

Senior Vice President for Carrier Relations, Regulatory and **Business** Development

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El Paso Global Networks, Inc.

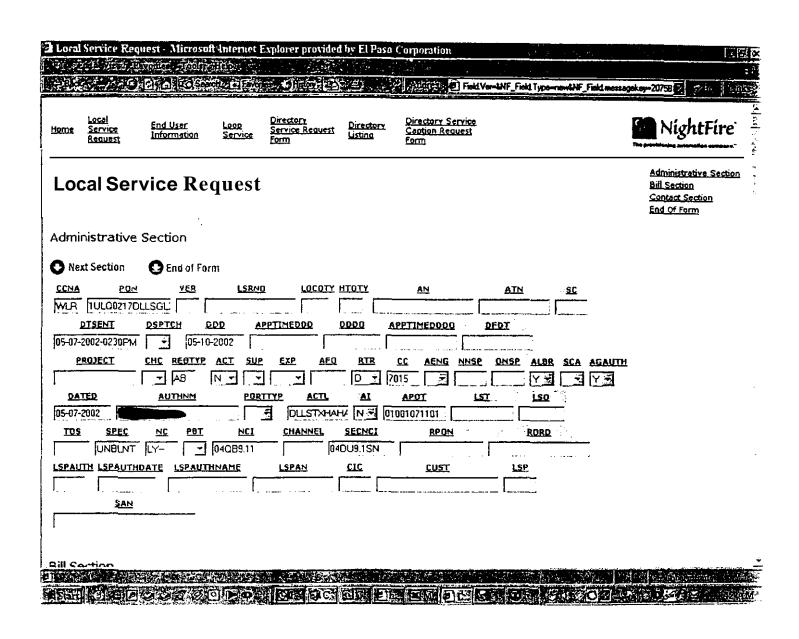
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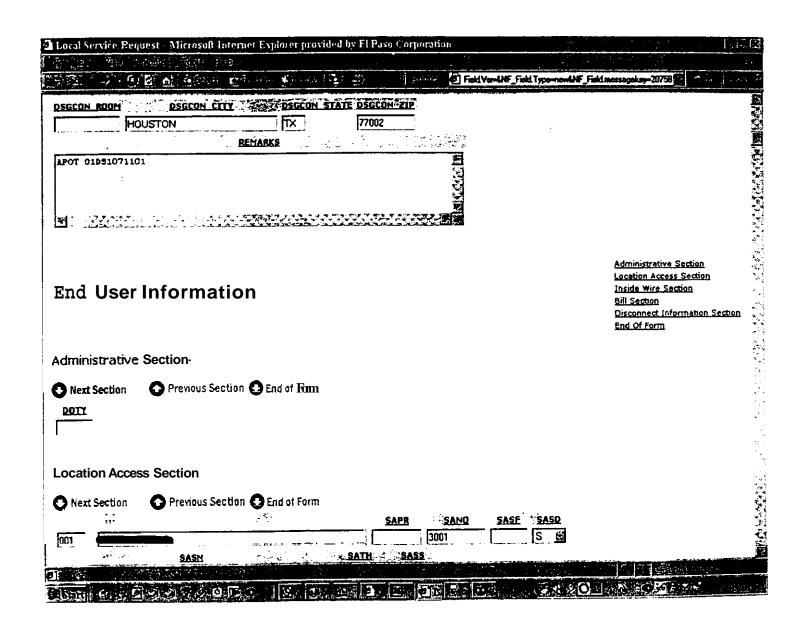


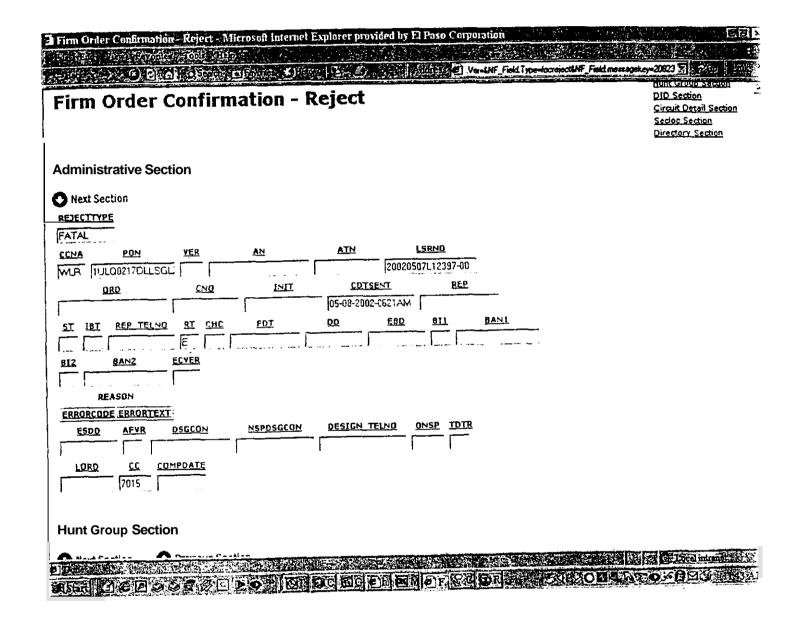
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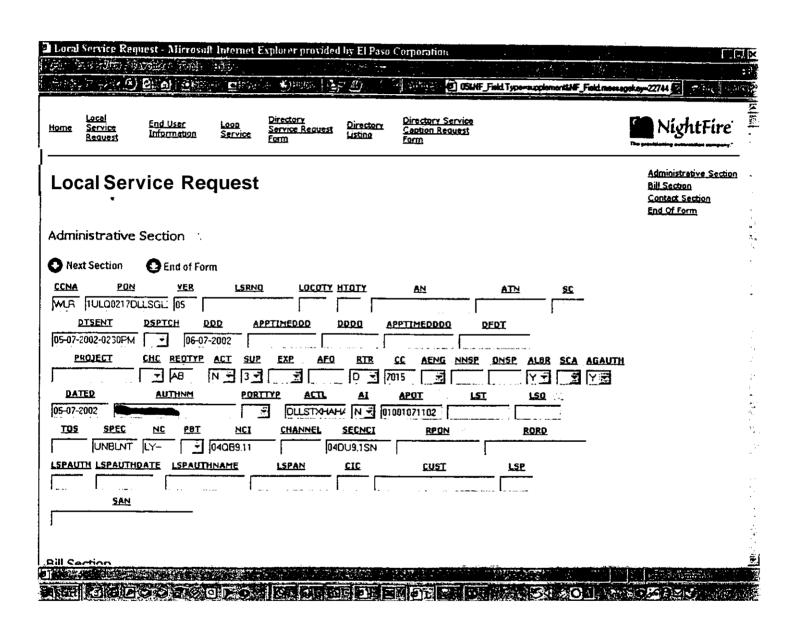
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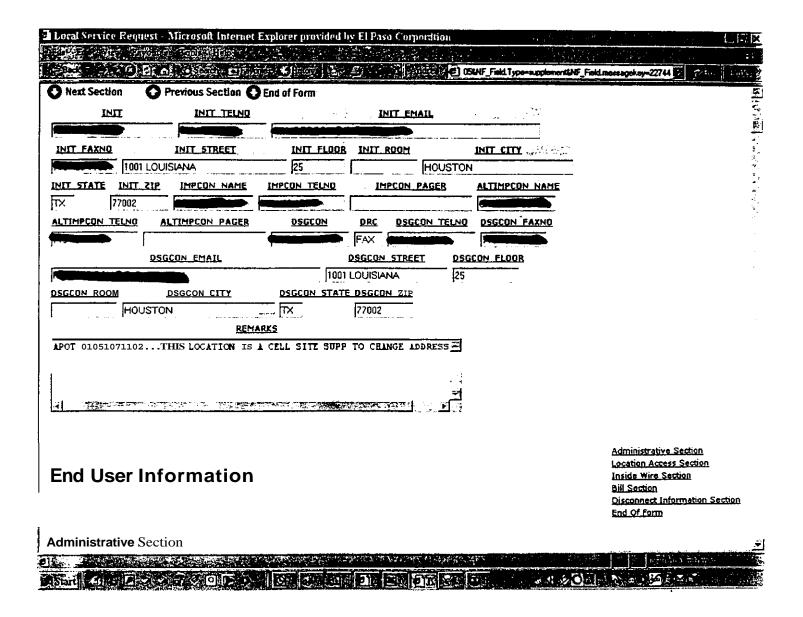
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<u>Home</u>

Local Service Request

End User Information

Loop Service



Local Service Request

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Administrative Section

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REMARKS

INSTALL NEW UNE DS1.ALT LCON TELNO 469-360-0090

End User Information

Administrative Section
Location Access Section
Inside Wire Section
Bill Section
Disconnect Information Section
End Of Form

Administrative Section

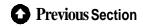
Next Section	Previous Section	♠ End of Form
DQTY		

Location Access Section

NextSection	Previous Section End of Form					
LOCNUM	NAME		SAPR	SANO	SASF	SASD
001				3001		S 😴
J	SASN	<u>SATH</u>	SAS	<u>s</u>		
CENTRAL EXPWY						
	SADLO				_	

Service Order Completion Page 2 of 2

Circuit Detail Section



Circuit Detail

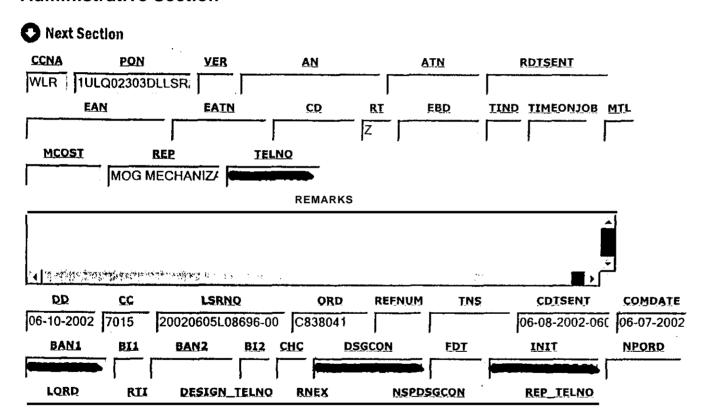
LNUM		CKR	PORTEDNER TER	CFA DISCNBR TLI
001	14.HCRC.200172SW			
001		03.HCRU.000581EPGN		



Service Order Completion

Administrative Section
Circuit Detail Section

Administrative Section



EPN Local Service Request Purchase Order Number 1ELQ02226